

URBAN HOMESTEADING AGREEMENT

Upon execution of this Agreement, the State or unit of general local government agrees to carry out an urban homesteading program as set forth in the urban homesteading application dated

April 26, 1976, and any amendments or revisions thereto, which is attached hereto and incorporated herein by reference as Attachment A. The State or unit of general local government may designate a public agency to carry out the program.

The Department of Housing and Urban Development agrees to reserve on behalf of the State or unit of general local government, in the amount specified in Section 8, funds authorized under Section 810 of the Housing and Community Development Act of 1974, as amended, subject to the terms of this Agreement, applicable law, regulations and other HUD requirements now or hereafter in effect. This Agreement is effective as of the date of execution by HUD and the State or unit of general local government and consists of an allocation of Section 810 funding authority (where applicable), together with the HUD-approved application, including assurances, certifications, maps, schedules or other submissions made with respect thereto, the Urban Homesteading Regulations at 24 CFR Part 590 and the following General Terms and Conditions:

1. Definitions: Except to the extent modified or supplemented by this Agreement, any term defined in Section 810 of the Housing and Community Development Act of 1974, as amended, or the Urban Homesteading Regulations at 24 CFR Part 590, shall have the same meaning when used herein.

(a) Local Urban Homesteading Agency means the State, unit of general local government, or public agency designated to carry out the program.

(b) Agreement means this Agreement and any amendments or supplements thereto.

(c) Certifications means the assurances and certifications submitted with the application.

(d) Program means the urban homesteading program as approved by HUD in accordance with 24 CFR Part 590.

2. Term of Agreement: This Agreement, including any and all attachments, shall have an initial term of one year and is renewable on an annual basis in accordance with 24 CFR Part 590.

3. Lead-Based Paint Hazards: The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint Regulations, 24 CFR Part 35. Any grants or loans for the rehabilitation of residential structures made under the program shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations, and the local urban homesteading agency shall be responsible for the inspections and certifications required under 35.14(f) thereof.

4. Nondiscrimination and Fair Housing: The local urban homesteading agency shall not discriminate on the basis of race, creed, color, sex or national origin in the sale, lease or rental or in the

use or occupancy of the property conveyed pursuant to this Agreement, and shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968. In the sale, lease or other transfer of land acquired, cleared or improved under this Agreement, the local urban homesteading agency shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, creed, color, sex or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant. The local urban homesteading agency in undertaking its obligation to carry out the program, shall take such measures as are necessary to enforce such covenants and will not itself so discriminate.

5. Nondiscrimination Against the Handicapped: The local urban homesteading agency shall comply with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination against the handicapped.

6. OMB Circular A-95: The local urban homesteading agency shall comply with the terms and conditions of OMB Circular A-95 in accordance with 24 CFR Part 590.

7. HUD Access to Documents: The local urban homesteading agency shall provide HUD or its designee with access to all relevant data and information, including, where feasible and appropriate, access to properties transferred under this Agreement in order to permit HUD to evaluate the Urban Homesteading Program.

8. HUD Conveyance to Local Urban Homesteading Agency: The Secretary agrees to convey properties to the local urban homesteading agency by such type of Deed as is customary in the jurisdiction. The individual value of properties to be conveyed shall be in accordance with 24 CFR Part 590. The total value of properties to be conveyed shall not exceed \$ 470,000. This amount is a carry over from previous years.

9. Corrective or Remedial Action: If HUD determines that there exists a deficiency in the local urban homesteading agency's performance with respect to the program, the HUD Area Office having jurisdiction over the area, may take corrective or remedial action in accordance with 24 CFR Part 590.

10. Obligations of the State or Unit of General Local Government with Respect to Designated Public Agencies: The State or unit of general local government shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of a public agency to undertake all or any part of the program. Designated public agencies shall be required to comply fully with all applicable requirements to insure that the program is carried out in accordance with assurances and certifications of the State or unit of general local government.

11. Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

12. Interest of Members, Officers, or Employees of Grantee Members of Local Governing Body or Other Public Officials: No member, officer, or employee of the local urban homesteading program, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The local urban homesteading agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

IN WITNESS WHEREOF, the State, City or Designated Public Agency and the Secretary of the Department of Housing and Urban Development hereby respectively execute this Agreement and affix their seals this day of 197 .

Attest:

State or Unit of General Local Government

By



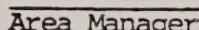
and/or Designated Public Agency (if any)

By

Witness

Secretary of Housing and Urban Development

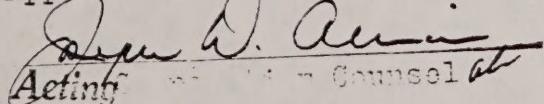
By



Area Manager

Marvin Siflinger

Approved as to form:


John D. Amin
Acting General Counsel

June 21, 1979

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY
FROM: ROBERT J. RYAN, DIRECTOR
SUBJECT: "URBAN HOMESTEADING AGREEMENT"
BETWEEN THE AUTHORITY, THE CITY OF BOSTON
AND THE UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

On May 3, 1979, the Authority authorized the Director to re-enter into a Contract on behalf of the Authority with the City of Boston as part of the City's Urban Homesteading Program.

The attached "Urban Homesteading Agreement" between the Authority, the City of Boston and United States Department of Housing and Urban Development, which defines the relationship among the Authority, the City and H.U.D. for the purposes of the Homesteading Program, was not presented for the Board's approval on May 3, 1979 as the result of an oversight.

Since the attached Agreement is an adjunct to and is in conformance with the purposes of the Homesteading Contract as approved by the Authority on May 3, 1979, it is now requested that the Authority enter into the attached Homesteading Agreement.

An appropriate Vote follows:

VOTED: That the Director be and hereby is authorized to execute an "Urban Homesteading Agreement" by and among the Boston Redevelopment Authority, the City of Boston, and the United States Department of Housing and Urban Development, a copy of which is attached hereto.

Attachment

